

COLLECTIVE BARGAINING AGREEMENT

NEW JERSEY SPORTS AND EXPOSITION AUTHORITY

AND

LOCAL UNION NO. 734 - BUILDING MAINTENANCE EMPLOYEES

DECEMBER 1, 1988 THROUGH NOVEMBER 30, 1991INDEX

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THIS AGREEMENT, made this *26th* day of *November 1966* and between NEW JERSEY SPORTS AND EXPOSITION AUTHORITY, a body politic and corporate of the State of New Jersey, with headquarters at East Rutherford, New Jersey, party of the first part, hereinafter designated as the "EMPLOYER", and LOCAL 734, L.I.U. of N.A., AFL-CIO, with its principal place of business at 50 Essex Street, Rochelle Park, New Jersey, 07662-0893, hereinafter referred to as the "UNION", party of the second part.

WHEREAS, the parties hereto collectively bargained to promote and improve industrial and economic relations between the Employer and the employees and to set forth herein the Agreement covering rates of pay, hours of work, and conditions of employment to be observed by the parties hereto:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter entered into for other good and valuable considerations, the parties hereto agree to the following:

ARTICLE 1.

UNION RECOGNITION AND UNION SECURITY

Section 1. The Employer hereby recognizes and acknowledges that the Union is the exclusive representative for all of its Building Maintenance cleaning employees including restroom attendants and stock clerks, and excluding watchmen, guards, professional employees and all non-working supervisory workers, for the purpose of collective bargaining.

Section 2. The Employer and the Union agree that this contract shall contain the maximum union security clause permitted by law. In the event the State of New Jersey, by statute or otherwise, permits the Employer and the Union to agree upon a clause requiring employees to become members of the Union or to pay a fee to the Union which is the equivalent of Union dues as a condition of employment, such clause shall automatically and immediately be incorporated in this contract.

ARTICLE 2.

CHECK-OFF

Section 1. The Employer, after receipt of written authorization from each employee shall deduct the initiation fees and regular dues from each Union member's paycheck due to him or her on the first pay day of each month. In addition, a Supplemental Dues payment of one dollar and fifty cents (\$1.50) effective January 1, 1987, will be deducted and transmitted in alphabetical order to the Secretary Treasurer of the Local Union within a week, but not later than the 15th of the month. The Supplemental Dues will be increased by an additional one dollar and fifty cents (\$1.50) effective January 1, 1988, for a total of three dollars (\$3.00) per month as a Supplemental Dues payment. Any member who does not receive a paycheck on the first payday of the month, shall have these deductions made from the first pay he receives in the month. Dues not already deducted for the current month must be deducted from the last paycheck of a Union member when he leaves the employ of the Employer or is discharged. The Employer agrees to forward the full name and address of any employee for whom initiation fees are deducted. The Employer agrees to notify the Union weekly when members are discharged, granted leaves of absence, or leave the employ of the Employer for any reason whatsoever.

Section 2. In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communications from the Union as to the rate of monthly dues and the proper amount of initiation fees.

Section 3. The employee may withdraw written authorization to deduct Union dues at the end of one (1) year effective the July 1st next succeeding the date on which notice of withdrawal is given or the termination date of the Agreement, whichever is sooner, provided such notification is submitted to the Employer's disbursing officer.

Section 4. The Employer agrees to deduct and transmit to the New Jersey State Political Action Committee (NJSLPAC) five cents (.05¢) for each hour worked from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by the Union. These transmittals shall occur monthly and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE 3.

HOURS OF WORK AND OVERTIME

Section 1. The work week shall be Monday through Sunday both inclusive and shall be comprised of eight (8) hour days. Arena event cleaners will have a four (4) hour call.

Section 2. All hours worked in excess of eight (8) hours per day and forty (40) hours in a work week shall be paid for at the rate of one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate. There shall be no pyramiding of overtime or premium pay.

Section 3. All time off with pay occurring Monday through Friday of any work week, under the terms of this Agreement shall be considered as time worked for the purpose of computing overtime pay under Section 2 of this Article.

Section 4. Employees scheduled on eight and one-half ($8\frac{1}{2}$) hour shifts shall be entitled to not less than one-half ($\frac{1}{2}$) hour, nonpaid lunch time in accordance with posted schedules at such reasonable times as may be determined by the Employer. Employees scheduled on eight (8) hour shifts shall be entitled to a fifteen (15) minute paid lunch period in accordance with posted schedule. Such fifteen (15) minute lunch period is included in the eight (8) hour shift.

Section 5. The Employer agrees that if an employee reports for work or is permitted to come to work, and is fit to work, without having been previously notified that there will be no work, the employee shall receive eight (8) hours' pay or eight (8) hours' work at his regular hourly rate unless the lack of work is due to an Act of God. Arena event employees (not routine cleaning or post event cleaning) shall receive four (4) hours' pay.

Section 6. All employees are entitled to a fifteen (15) minute rest period during the first four (4) hours of their shift and another fifteen (15) minute rest period during the second four (4) hours of their shift.

Section 7. Overtime shall be equally distributed amongst all employees by rotation within each work unit at each facility.

Section 8. Arena employees shall not be scheduled to work more than eight (8) consecutive days.

ARTICLE 4.

VACATIONS

Section 1. Vacations will be granted to all employees who have been in the service of the Employer in accordance with the following schedule:

Section 1. (a) Full time employees employed one (1) year but less than two (2) year's shall be entitled to one (1) day of paid vacation for each three hundred (300) hours paid up to a maximum of five (5) days per year.

Section 1. (b) Full time employees employed two (2) years or longer shall be entitled to two (2) days of paid vacation for each three hundred (300) hours paid up to maximum of ten (10) days per year.

Section 1. (c) Full time employees employed five (5) years or longer shall be entitled to three (3) days of paid vacation for each three hundred (300) hours paid up to a maximum of fifteen (15) days per year.

Section 1. (d) Full time employees employed ten (10) years or longer shall be entitled to four (4) days of paid vacation for each three hundred (300) hours paid up to a maximum of twenty (20) days per year.

Effective July 24, 1986, regular full time employees shall have the right to take vacation time in individual days, provided the Employer receives twenty-four (24) hours advance notice and the time requested does not interfere with the efficient operation of the Employer's business.

Section 2. The final right in determination of the vacation period of an employee is exclusively reserved to the Employer in order

to insure continuous and maximum production. However, vacations will, so far as is possible and determined by the Employer, be granted at the time most desired by the employee. Vacation pay shall be paid prior to the employee's vacation period. Employees may have the option of taking separate weekly vacations.

Section 3. Vacation will be computed on the employee's anniversary date of hire.

Section 4. After completing one (1) year of employment, the Employer agrees that in the event an employee is laid off because of lack of work before the vacation period, he shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule, based on one-twelfth (1/12th) for each month or part of each month worked. In the event that a laid off employee is called back to work before the vacation period starts, at the time of vacation period, he will be granted the difference between his accrued vacation pay and whatever he had been paid at the time of the layoff.

Section 5. Employees may utilize vacation days one (1) at a time, however, days off shall not be used to compute weekly overtime.

Section 6. Employees may carry up to a maximum of five (5) vacation days into the year after which they were earned. However, these days must be used in the year following which they were earned.

ARTICLE 5.

HOLIDAYS

Section 1. The Employer agrees to allow to all of the regular full-time employees in the bargaining unit thirteen (13) holidays with pay for eight (8) hours at the employees regular hourly rate, although no work is performed on such days, provided the employees work their regular scheduled work day preceding and their regular scheduled work day following the holiday, unless they are absent because of an excuse absence.

The thirteen official holidays for a given year shall be determined by the Authority in each December of the preceding year.

Section 2. All employees who work on any of the thirteen (13) official holidays will be compensated for such work at two (2) times their normal straight time rate of pay which shall include the holiday pay.

Section 3. Regular full-time employees who work their regular scheduled work day preceding and their regular scheduled work day following a holiday, or report their regular scheduled work day preceding and their regular scheduled work day following the holiday, but due to weather or conditions beyond the control of the Employer they are not able to work, or are not put to work when they are fit to work, they shall be paid straight time for the holiday.

Section 4. If a holiday falls within the vacation period of an employee, the employee shall receive straight time pay for same as herein provided.

Section 5. Employees given notice to work on a holiday and who do not report for work, will not be entitled to receive payment for said holiday.

Section 6. All employees on the active payroll, who are receiving the permanent rate of pay and are covered under the Local 734 Welfare Fund, shall be entitled to qualify for holiday pay.

ARTICLE 6.
FORCE REDUCTION

Section 1. The Employer agrees that he will not engage any new full time employees in the bargaining unit unless all of the employees regularly employed on a full time basis by the Employer are scheduled to work at least forty (40) hours per week. This provision shall apply only if said employees are capable of performing the work desired.

Section 2. In case of a layoff, the Shop Steward and the employee shall be notified twenty-four (24) hours in advance.

ARTICLE 7.

SENIORITY

Section 1. The first thirty (30) days of employment for all new employees will be considered a probationary period and, if they prove unsatisfactory, they may be terminated at the discretion of the Employer during such period without appeal by the Union.

Section 2. All employees of the Employer shall, at the end of the probationary period, be considered regular employees.

Section 3. There shall be separate seniority lists for all regular full time employees at the Racetrack, Arena and Stadium. These seniority lists shall be conspicuously displayed at the Employer's premises for the information of the employees with additions and deletions from month to month as required.

Section 4. Layoffs and recalls in either the Racetrack, Stadium or Arena shall be in accordance with the individual's seniority at the facility where the layoff or recall is taking place.

Section 5. Employees can, by mutual agreement between the Employer and the Union, transfer from the Racetrack to the Stadium or Arena or visa versa. Regular employees allowed to transfer shall go to the bottom of the seniority list of the facility to which they transfer but shall retain Sports Authority seniority for benefits. The refusal of either party to mutually agree to such transfer shall not be subject to the Grievance and Arbitration procedure of this Agreement.

Section 6. Any regular full time employee who is on layoff from one facility shall be hired into other facilities before new employees are hired. Such employee would go to the bottom of the seniority list

of the facility where they are hired but shall retain Sports Authority seniority for benefits.

Section 7. There shall be three (3) additional seniority lists which shall include employees hired as part-time Racetrack, part-time Stadium employees and part-time Arena employees. Employees hired as part-time workers shall be placed on the part-time seniority list in the facility where they are working, on the thirty-first (31st) day after their initial day of hire, provided they have worked in at least three (3) separate work weeks.

Section 8. Part-time employees on the seniority list, who do not report for work when scheduled by the Employer, shall be dropped to the bottom of the seniority list after the first occurrence and be terminated on the second occurrence.

Section 9. In determining which employees shall be laid off and which rehired, due regard shall be had for the experience and ability of the employees under consideration for layoff or rehire. When the factors of experience and ability shall be equal or comparable between or among employees, seniority shall prevail. When seniority prevails, the employee with the least time of employment with the Employer shall be laid off first and rehired last.

Section 10. Seniority shall cease under the following conditions:

- a. When an employee quits or resigns his position.
- b. When an employee is discharged for just cause.
- c. When an employee is laid off and fails to return to work within five (5) working days after receiving notice of recall by registered mail or telegram addressed to the last known address of the employee.
- d. When an employee is laid off for a period exceeding one (1) year.

e. Absence of three (3) consecutive work days without notification to the Employer.

Section 11. Employees hired after August 1, 1990, shall not have any seniority rights under this Agreement.

ARTICLE 8.

TRANSFERS

Section 1. The Employer shall have the right to transfer employees from one job or operation to another. Employees may not unjustifiably refuse to assist or work on temporary assignments, even though not part of their usual work or assignment, as the business of the Employer requires.

Section 2. If an employee is temporarily transferred from one job to another, such employee shall not receive a lower rate of pay than he was formerly receiving unless said transfer is made to prevent a layoff of such employee.

Section 3. If an employee is transferred from a lower rated job to a higher rated job, the employee so transferred shall receive the higher rate, immediately upon being placed on the higher rated job.

ARTICLE 9.

SAFETY AND HEALTH

Section 1. The Employer will maintain conditions on the job in accordance with the health and safety provisions of both the Department of Health and the Department of Labor of the State of New Jersey.

Section 2. Suitable facilities shall be provided by the Employer for the changing and hanging of the employees clothing. The Employer further agrees to provide adequate washstands, toilets, heat, light and ventilation facilities in these areas.

Section 3. Precautions to secure the health and safety of employees shall, as far as is practical, be at all times furnished by the Employer including a "First Aid Cabinet" at a convenient location on the job. All accidents shall be reported within 24 hours of occurrence of the accident.

Section 4. The Employer agrees to supply at the Employer's own expense all necessary equipment which may be required by the Employer exclusive of normal wearing apparel.

Section 5. Uniforms: It is understood that the employees shall be required to wear a designated uniform during all hours working in the presence of the public. The Employer shall supply the said required uniform and the employee will be responsible for the safe-keeping of the uniform, reasonable wear and tear excepted. If in the event any uniforms are lost or stolen, the employee will be responsible to replace the said uniform.

ARTICLE 10.

JOB BIDS

Section 1. When a vacancy or new jobs are created within the bargaining unit, the Authority will post these jobs on the Departmental bulletin board for a period of two (2) regular scheduled work days. During this two (2) day period any full time employee who has passed the probationary period can submit a written request to management that they want to be considered for the vacancy or new job. Within five (5) work days from the day first posted, the Union Steward will be notified as to the senior employee who bids, with the ability and qualifications to perform the necessary duties for the vacancy or new job. During the five (5) day period the Employer can assign any employee to fill the job on a temporary basis. If no one submits a written bid, then the Employer can assign the least senior employee on the shift to fill the job on a permanent basis until a less senior employee is hired.

The Postings shall be for the following locations and/or Jobs:

Office
Parking Lot
Backstretch
Floorworker
Bathroom
Machine Operator
Lead Person

Section 2. If an employee is absent when a job is posted because of illness or some other legitimate reason, the employee will be permitted to fill the vacancy or new job on the first day they return to the job, provided they return within thirty (30) calendar days after the date of the posting.

Section 3. Employees who successfully bid for a vacancy or new job shall not be permitted to bid again for a period of six (6) months from the day they first fill the job without mutual agreement between the Employer and the Union. The refusal of either party to mutually agree to such transfer shall not be subject to the Grievance and Arbitration procedure of this Agreement.

Section 4. All newly hired employees shall be assigned to the least desirable job on the shift, on which they are first employed. The Union shall notify the Authority, in writing, of the least desirable job on all shifts at the Racetrack, Stadium and Arena.

ARTICLE 11.

VISITATION

Section 1. Union representatives shall be allowed to visit the location during working hours, to confer with the representatives of the Employer and employees represented by the Union. Such visit shall not interfere with normal operations.

Section 2. The Employer agrees to make available to the representatives of the Union, upon reasonable cause shown and at a reasonable time, the time cards or pay checks of any employee governed by this Agreement. The Employer agrees to furnish to his employees each week at the time of the payment of the wages earned; a payroll envelope setting forth the name of the employee; number of hours worked on straight time; the rate per hour; the total of same; the number of hours worked overtime; the rate per hour and the total of same; and the entire amount of the wages earned, which are enclosed in such payroll envelope.

ARTICLE 12.

WAGES

Section 1. All full time employees hired prior to July 24, 1986, and covered by the terms of this Agreement, shall receive the rates of wages as set forth in the following Wage Schedule:

	<u>Hourly Rate</u> <u>12/1/88</u>	<u>Hourly Rate</u> <u>12/1/89</u>	<u>Hourly Rate</u> <u>12/1/90</u>
Porters-Janitors-Masons	\$8.62	\$8.97	\$9.40
Machine Operators	\$8.87	\$9.22	\$9.65
Lead Porter, Janitor or Matron	\$9.12	\$9.47	\$9.90

Section 2. All full or part time employees hired on or after July 24, 1986, and covered by the terms of this Agreement shall receive the rates of wages as set forth in the following Wage Schedule:

	<u>Hourly Rate</u> <u>7/24/88</u>	<u>Hourly Rate</u> <u>12/1/89</u>	<u>Hourly Rate</u> <u>12/1/90</u>
Porters-Janitors-Matrons	\$7.47	\$7.92	\$8.45
Machine Operators	\$7.72	\$8.17	\$8.70
Lead Porter, Janitor, Matron	\$7.97	\$8.42	\$8.95

Section 2a. Probationary employees shall receive fifty cents (50¢) below the hourly rate of the classification referred to in Section 2 above during their first thirty (30) days of hire.

Section 3. Employees who have worked twenty-four (24) hours or more during four (4) consecutive work weeks are classified as full time employees and they shall start receiving the prevailing pay rates set forth in Section 2 above. The Employer shall have no obligation to made retroactive payments under this section because of administrative error. Monies shall be due only from the date that the Employer is given written notice that a violation exists.

Section 4. Employees whose work during any part of a working day requires the employee to perform work while on stationary scaffolding which has been temporarily erected in the stairwell or escalator areas of the Racetrack building shall receive twenty-five cents (25¢) per hour above their regular pay rate for all hours worked in each such work day.

ARTICLE 13.

PRODUCTION EFFICIENCY

The Union and the employees covered by the terms of this Agreement, agree that they will perform their respective duties in the Company loyally, efficiently and continuously under the terms of this Agreement. The Union and the employees covered by the terms of this Agreement, will use their best endeavors to protect the interest of the Employer, to conserve its property and to give service of the highest productive quality.

ARTICLE 14.

DISCHARGES

Section 1. No regular employee shall be discharged except for just cause. The Union has the right to challenge the discharge and, if so, may proceed as a grievance in accordance with the provisions of this Agreement, including arbitration as hereinafter set forth.

Section 2. If an employee is discharged, he shall be paid within twenty-four (24) hours and if compelled to wait for his wages, shall be paid at regular time for such waiting time. If an employee quits of his own accord, the Employer may require him to wait until the next payday for his wages.

If a discharge occurs on a Friday, holiday, or weekend, the employee shall be paid by the end of business hours on the next regular business day.

ARTICLE 15.

SHOP STEWARD

Section 1. The Union may appoint one of their accredited members to act as shop steward. It shall be his duty to receive complaints and dispose of them in the manner provided under the Grievance Procedure and Arbitration. It is the intention of the parties hereto that the Shop Steward will, to the best of his ability, attempt to carry out the terms, provisions and intentions of this Agreement and, to that end, will cooperate with the Management to the fullest extent. It is understood and agreed, however, that the shop steward shall have no authority of any kind save that given under this Agreement. It is also agreed that the shop steward will be the first man to report to work and the last man to be laid off, regardless of seniority rating, and shall be subject to all other provisions of this Contract.

Section 2. The shop steward shall not be discriminated against because of his faithful performance of duties as such.

Section 3. It is further agreed that the shop steward shall be a working member of the work force, and shall not necessarily be entitled to work whenever one or more members of the bargaining unit are assigned to work.

ARTICLE 16.

GRIEVANCE PROCEDURE

For the purposes of providing expeditious and mutually satisfactory resolutions of problems arising under this Agreement, the parties adopt the following procedures which shall be kept as informal as may be appropriate. A grievance may be raised by an employee, group of employees or by the Union on behalf of an employee(s).

The grievance procedure shall cover issues of application or interpretation of this Agreement, and, is meant to provide a means by which employees covered by this Agreement may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, providing, however, that only grievances pertaining to the application or interpretations or violations of the expressed terms of this Agreement shall be arbitrable under provisions of Step 4 of this Article.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. The Union's decision to move the grievance to any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

The following constitutes the procedure for settlement of grievance and shall be followed in its entirety unless waived by the parties.

A. STEP ONE

An employee with a grievance shall within five (5) working days, in writing, (calendar days) of the occurrence of the event being grieved present the same to his immediate

supervisor. After full disclosure of the facts, surrounding the event being grieved, the immediate supervisor must make every reasonable effort to reach a satisfactory settlement with the grievant. The immediate supervisor shall render a decision within three (3) calendar days of his receipt of the grievance.

B. STEP TWO

In the event the grievance is not resolved at Step One, the employee shall reduce the grievance and decisions respectively to writing and file same with the grievant's department head within ten (10) working days. The Department Head shall thereupon render his decision, in writing, within five (5) working days of his receipt of the matter and all respects related thereto.

C. STEP THREE

In the event the grievance is not resolved at Step Two, the matter and all reports shall be submitted to the Director of Labor Relations of the Employer within ten (10) working days. The Director of Labor Relations of the Employer shall respond within seven (7) working days. In the absence of the Director of Labor Relations of the Employer, the grievance shall be presented to the person in charge of the office of the Director of Labor Relations of the Employer for determination.

D. STEP FOUR

1. If the grievance is not settled through the preceding steps, either party may refer the matter to the New Jersey State Board of Mediation within seven (7) working

days after the receipt of determination of the Step Three proceedings. The arbitrator shall be selected in accordance with the rules of the said Association and the expense of the arbitrator shall be borne equally by the parties hereto, provided, however, that each party shall bear the expense of producing witnesses; testimony or evidence for his presentation.

2. The arbitrator or arbitrators shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him and relevant to the grievance. He or they shall have no authority to modify or alter in any way the provisions of this Agreement or any amendment or supplement hereto. The decision of the arbitrator shall be final and binding.
3. Nothing herein shall prevent the parties from mutually agreeing to extend or contract the time limits provided for processing the grievance procedure. A failure to respond at any step within the provided time limits shall be deemed a denial.

ARTICLE 17.

EDUCATIONAL PROGRAM

The Employer agrees to contribute one cent (1¢) per hour to the Local 734 Educational Program for all hours an employee receives pay. Such Fund is to be administered in accordance with the Local 734 Welfare Fund Trust Agreement by an equal number of Employer and Employee Trustees.

ARTICLE 18.

MILITARY SERVICE

Any employee entering military service in any branch of the United States Government must be rehired by the Employer and shall resume seniority when honorably discharged from such service. He shall be paid his vacation pay for the contract year providing the employee returns to his former job within sixty (60) days after discharge.

ARTICLE 19.

WELFARE PLAN

Section 1. Effective on the employees thirty-first (31st) day of employment or December 1, 1988, whichever is later, the Employer agrees to contribute to Local 734 Welfare Plan the sum of fifty dollars (\$50.00) per week for each employee in the bargaining unit with dependents, and forty-four dollars (\$44.00) per week for each employee in the bargaining unit without dependents. Such weekly payments shall be made for any employee covered by the terms of this Agreement and who has been employed any part of the week. Such Fund is to be administered in accordance with the current Trust Agreement by an equal number of Employer and Employee Trustees.

Section 2. The Employer further agrees to increase his weekly contribution per employee to the amount listed below on the following dates:

	<u>SINGLE</u>	<u>FAMILY</u>
Effective December 1, 1989, weekly contribution to be:	\$45.00	\$52.00
Effective December 1, 1990, weekly contribution to be:	\$45.00	\$55.00

Section 3. The Trustees are empowered to amend the Trust Agreement in accordance with its provisions, to administer the Welfare Plan, to amend the same, to set aside and maintain a reserve fund, to establish an office for the processing of all benefit claims, and to expend money for administration expenses. The Trust Fund shall provide and maintain through policies of insurance or through direct payment and self insurance group life, hospitalization, accident, health and medical benefit, or any such insurance of benefits as may be determined by the Trustees

for the benefit of employees as defined by the Trustees and if so determined by the Trustees, to the dependents of such employees. No Employer or employee covered by this Agreement, or the Union, shall have any right, title or vested interest or claim against any of said funds. The Employer hereby agrees to permit an authorized representative of the Local 734 Welfare Fund to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to said Fund.

Section 4. In the case of failure of an Employer to file appropriate contribution reports, the Trustees shall have the right to select the highest number of employees appearing on any previous report in computing the amount due the Fund with respect to an Employer who has failed to file reports and make contributions as required hereunder.

Section 5. Upon the failure of an Employer to make payment of contributions to the Welfare Fund as provided for herein, then the Trustees of the Welfare Fund may institute suit in the name of the Fund against such Employer to compel the making of such contributions and to recover all of the arrearages which may be due; and in such case, the actual court costs plus twenty percent (20%) attorneys' fees, shall be paid by the Employer to the Fund once suit has been instituted. In the event suit is instituted and a Default Judgment is entered, then the Employer hereby agrees that if no evidence has been introduced as to the number of employees involved, the Fund may have Judgment entered based upon the highest number of employees reported upon the Employer on any report filed by him during the one (1) year period preceding the institute of court action.

Section 6. The Employer agrees to make contributions to the Local 734 Welfare Fund for a maximum of four (4) weeks for employees on layoff, disability, or Worker's Compensation.

ARTICLE 20.

PENSION FUND

Section 1. (a) Effective January 1, 1990, the Employer agrees to contribute fifty-two cents (52¢) to Local 734 Pension Fund for all hours paid each week to employees who are members of the bargaining unit until a maximum of 2080 hours are paid in any calendar year. Such Fund is to be administered in accordance with the terms and conditions of the Trust Agreement.

Section 1. (b) Effective January 1, 1991, the Employer agrees to contribute to Local 734 Pension Fund an additional five cents (5¢) per hour for a total of fifty-seven cents (57¢) per hour on behalf of all employees covered by this Agreement, for all hours as provided in Section 1.(a) above.

Section 2. The Trustees, are empowered to amend the Trust Agreement, in accordance with its provisions, to administer the Pension Fund, to amend the same, to set aside and maintain a reserve fund, to establish an office for the processing of all benefit claims, and to expend money for administration expenses. No Employer or employee covered by this Agreement, or the Union, shall have any right title or vested interest or claim against any of said funds. The Employer hereby agrees to permit an authorized representative of Local 734 Pension Fund to inspect its payroll records for the purpose of checking the accuracy of the contributions required to be made by the Employer to said Fund.

Section 3. In the case of failure of an Employer to file appropriate contribution reports, the Trustees shall have the right to select the highest number of employees appearing on any previous report in computing the amount due the Fund with respect to an Employer

who has failed to file reports and make contributions as required hereunder, which amount shall be deemed due unless Employer submits records to the contrary.

Section 4. Upon the failure of an Employer to make payment of contributions to the Pension Fund as provided for herein, then the Trustees of the Pension Fund may institute suit in the name of the Fund against such Employer to compel the making of such contributions and to recover all of the arrearages which may be due; and in such case, the actual court costs plus twenty percent (20%) attorneys' fees; shall be paid by the Employer to the Fund once suit has been instituted. In the event suit is instituted and a Default Judgment is entered, then the Employer hereby agrees that if no evidence has been introduced as to the number of employees involved, the Fund may have judgment entered based upon the average number of employees reported upon by the Employer on any report filed by him during the one (1) year period preceding the institution of court action.

ARTICLE 21.

SICK DAYS

Section 1. All employees employed on a regular basis, thirty-two (32) hours or more, who have passed their probationary period, shall be entitled to one (1) paid sick day for each four (4) months of employment until the employee accumulates one (1) year of service. Once an employee passes their first anniversary date of hire, they shall be entitled to use the balance of the three (3) paid sick days allowed in each contract year, at any time. Arena event employees shall receive four (4) hours pay for each sick day that they are entitled to.

Section 2. Any employee entitled to paid sick leave who has not used same shall be compensated for the unused days within two (2) weeks after the anniversary date of the Contract. The rate paid for the unused days shall be the rate in effect during the contract year in which they were earned.

Section 3. In no event shall an employee be entitled to more than three (3) paid sick days during any contract year.

ARTICLE 22.

MISCELLANEOUS WORKING CONDITIONS

Section 1. The Employer shall protect the employees with Worker's Compensation Insurance and Social Security as required by Federal and State Law.

Section 2. The Employer agrees that during the life of this Agreement, if he moves his operation, this Agreement shall remain in full force and effect.

Section 3. The Employer agrees that should an employee be injured on the job, he will be transported to and from the doctor or hospital by the Company, and if the doctor recommends that the employee is unable to complete the day, he shall be paid for the normal work day.

Section 4. The Employer shall provide a place for the employees to cash their payroll checks on the premises.

Section 5. The Employer shall provide a location for the employees to park their car at no charge.

Section 6. The Employer agrees that all full time regular employees only, after having passed one year of employment, and who shall suffer the loss by death of father, mother, spouse, children, brother, sister, grandparent or parent-in-law of said employee, shall be granted up to three (3) days off with pay, namely the day of the funeral and the two (2) days immediately preceding, provided said days are scheduled work days and provided the employee attend the funeral of the deceased. Employees after having passed one year of employment, shall be granted one (1) day off with pay in the event of death of employee's son or daughter-in-law, of brother or sister-in-law, provided said day is a scheduled work day, and provided the employee attends the funeral of the deceased.

Section 7. All full time regular employees only, after one year of employment, and who are called to State or Federal Jury Duty for any day during their regular scheduled work week, shall receive the difference between the jurymen's fee and their regular hourly rate for eight (8) hours. This shall be limited to ten (10) working days in any one contract year.

Section 8. When the Employer establishes a new shift on a permanent basis the following shall apply:

1. Request will be made by the Employer for volunteers on each shift. If there is not a sufficient number or no volunteers, then
2. Employees with the least seniority in the classification required shall be assigned the least desirable shifts.
3. Senior employees shall have the right to displace a less senior employee in the same classification once every twelve (12) months. The honoring of such requests shall not be withheld for a period in excess of thirty (30) days unless the parties agree to a longer period.

Section 9. If a holiday shall fall on a regular payday during the work week, then the employees shall receive their pay on the day before the holiday.

Section 10. The Employer agrees to permit the Union to provide a Bulletin Board to be placed on Employer's premises for the posting of all notices pertaining to Union matters and approved by the Employer.

Section 11. All consultations regarding grievances, arbitration and interpretation of this contract shall take place on the Employer's time provided they are held on the Employer's premises, unless mutually agreed otherwise. The Union committee for this purpose shall not exceed three (3) members.

Section 12. The Employer shall provide benefits equal to those provided under the New Jersey Temporary Disability Benefit Law for all employees in the bargaining unit at no cost to the employee.

ARTICLE 23.

SUBCONTRACTING

Prior to reaching any decision to subcontract any work which can be performed by employees covered by this Agreement and it becomes apparent that a layoff or job displacement will result, if the proposed subcontracting is based solely on fiscal considerations, the Employer agrees that it will discuss such decision to subcontract with the Union. The Employer agrees that it will not subcontract in bad faith for the sole purpose of laying off employees or substituting private workers for workers covered by the provisions of this Agreement. The Union agrees that any disputes concerning subcontracting shall not be submitted to the arbitration process referred to in Article 15 of this Agreement.

ARTICLE 24.

LEAVE OF ABSENCE

Section 1. All applications for leave of absence will be submitted, in writing, to the Employer and the Union. Employees may be entitled to leave of absence without pay for a period not exceeding six (6) months for urgent personal affairs and for up to nine (9) months for health and medical reasons verified by a doctor's certificate. Employees on an approved leave of absence shall continue to accumulate seniority for a period not to exceed nine (9) months. Any employee absent on such leave who engages in other employment, or who fails to report for work on the expiration of his or her leave, shall be considered as having quit. The parties may agree to grant an employee on leave, as aforesaid, a further extension of time by mutual consent between the Employer and the Union and verified by a doctor's certificate, if appropriate.

Section 2. An employee, who is unable to work because of her pregnancy shall be entitled to a maternity leave not to exceed nine (9) months. Inability to work because of pregnancy must be verified by a doctor's certificate. Any employee so absent on maternity leave, who engages in other employment or who fails to report to work on the expiration date on her leave, shall be considered as having quit.

Section 3. Employees on medical leave shall provide the Employer with a doctor's certificate, and a minimum of seven day's notice of the date that they will be returning to work.

Section 4. Any employee who is unable to work for thirty (30) consecutive days due to an accident or illness shall automatically be considered as being on medical leave of absence, provided the reason for their absence from work has been verified by a doctor's certificate.

Such employees must apply to the Employer and the Union for a leave of absence extension if they have not returned to work within nine (9) months of the date on which they last worked. Any such employee who fails to apply for a leave of absence extension shall be considered as having quit.

Section 5. The Employer shall not unreasonably deny an employee's request for a leave of absence pursuant to this Article.

ARTICLE 25.

NO STRIKE AGREEMENT

During the term of this Agreement the parties agree that neither the Union, nor any of its agents, nor any employee represented by it, will engage in or support any strike, work stoppage, slow down or any job action.

ARTICLE 26.

NON-DISCRIMINATION

The provisions of this Agreement shall be applied equally to all employees. The Employer and the Union agree there shall not be any discrimination as to age, sex, marital status, race, color, creed, national origin, political affiliation, or union membership.

The Union also recognizes its responsibility as exclusive collective negotiations agent and agrees to represent all employees in the unit without discrimination.

ARTICLE 27.

MANAGEMENT RIGHTS

Section 1. The Authority hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

- (a) To the executive, management and administrative control of the Authority and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and, subject to the provisions of law, to determine their qualifications and conditions for continued employment, or assignment, and to promote and transfer employees;
- (c) To suspend, demote, discharge or take other disciplinary action for just cause as set forth herein and providing same is not contrary to the provisions of this Agreement.
- (d) To enforce reasonable rules and regulations governing the conduct and activities of employees in accordance with the terms of this Agreement.

Section 2. The exercise of the foregoing powers, rights, authority duties or responsibilities of the Authority, the adoption of rules and regulations and furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Consitution and Laws of New Jersey and of the United States.

ARTICLE 28.

RULES AND REGULATIONS

The Employer shall have the right, from time to time, to make such reasonable rules and regulations promulgated, in writing, and distributed to the Union and to the employees, for the conduct of its business, not inconsistent with the provisions hereof, as it may deem necessary and advisable, and all employees shall be obligated to comply with such rules and regulations.

ARTICLE 29.

VALIDITY OF CONTRACT

The parties hereto agree that should any article, part of paragraph of this Agreement be declared by a Federal or State Court of competent and final jurisdiction in the premises, to be unlawful, invalid, ineffective or unenforceable, said article, part or paragraph shall not affect the validity and enforceability of any other article, part or paragraph hereof and the remainder of this Agreement shall continue in full force and effect.

The parties hereto recognize that during the term of this Agreement, the Employer will commence operations at its Meadowlands Arena, presently under construction, and in order to successfully operate said facility, it may be necessary to modify the work conditions specified in the Agreement as well as previously established work rules and jurisdiction determinations. Such modifications as are necessary shall be agreed to mutually by the parties hereto. Changes in base rates of pay, premium rates of pay and fringe benefits will not be subject to negotiation during the term of this Agreement.

ARTICLE 30.
CERTIFICATES OF IDENTIFICATION

Section 1. The Employer is to pay the cost of any annual Certificate of Identification or license which may be required for an employee in accordance with racing regulations established by the New Jersey State Racing Commission.

Section 2. In the event of termination of employment for any reason, the employee will not receive payment for final services rendered until all Identification Certificates or licenses issued by the New Jersey State Racing Commission or the Employer have been returned to the Employer by the employee.

ARTICLE 31.

DURATION OF AGREEMENT

THIS AGREEMENT shall become effective on the Date of Execution hereof, and shall continue in full force and effect until its expiration date on the 30th day of November 1991.

THE AGREEMENT shall be automatically renewed from year to year thereafter unless either party gives notice, in writing, to the other at least sixty (60) days prior to the expiration date of this Agreement, or the expiration date of any renewal period, of its intention to change, modify or terminate this Agreement. Where such notice is given, then the parties shall endeavor during said sixty (60) day period, or for a longer period of time, at the option of the Union to negotiate for a new Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

COMMITTEE:

NEW JERSEY SPORTS & EXPOSITION AUTHORITY

BY: _____

Robert E. Mahaffey
President

and

Chief Executive Officer

LOCAL 734, L.I.U. of N.A., AFL-CIO

BY: _____

George A. ...
Business Manager